

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
333 WEST SAN CARLOS STREET  
4 SUITE 620  
SAN JOSE, CALIFORNIA 95110  
(408) 279-2288  
(408) 279-2299 FAX

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6 Attorneys for Debtor in Possession  
Aida Alban Miranda dba Sunrise Manor Residential Care Homes  
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9 UNITED STATES BANKRUPTCY COURT  
10

11 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
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13 SAN JOSE DIVISION  
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15 In re: ) Bankruptcy No.: 11-54952 ASW 11  
16 AIDA ALBAN MIRANDA dba )  
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1       On December 4, 2013 the debtor's disclosure statement was conditionally approved (*See*  
2       PACER No.: 108). Since that time, Debtor has obtained the requisite majority of affirmative  
3       votes to confirm the Plan.

4       The Plan houses three impaired classes of claims. The first impaired class is **U.S. Bank**  
5       **National Association, as Trustee, successor in interest to Bank of America, National**  
6       **Association as Trustee as successor by merger to Lasalle Bank, National Association as**  
7       **Trustee for WaMu Mortgage Pass-Through Certificates Series 2007-OA5 Trust** ("Class 3  
8       Creditor"). Class 3 Creditor is the senior most secured creditor holding interest in the real  
9       property located at 790-792 Los Padres Avenue, Santa Clara, California. On August 14, 2012, a  
10       **Stipulation Regarding Treatment of Class 3 Creditor's Claim under Debtor's Chapter 11**  
11       **Plan of Reorganization** (the "Class 3 Stipulation") was filed [*See* PACER No.: 88]. On  
12       December 20, 2012, an Order approving the Class 3 Stipulation was entered on the docket [*See*  
13       PACER No.: 116]. True and correct copies of the Class 3 Stipulation and is attached hereto as  
14       **Exhibit A.**

15       The second impaired class is **Wells Fargo Bank, N.A., as Trustee for Option One**  
16       **Mortgage Loan Trust 2005-4, Asset-Backed Certificates, Series 2005-4** ("Class 4 Creditor").  
17       On March 4, 2013 a **Stipulation Re: Treatment of Creditor's Claim Under Debtor's**  
18       **Proposed Chapter 11 Plan of Reorganization** (the "Class 4 Stipulation") was entered on the  
19       docket [*See* PACER No.: 133]. To date, an order approving the Class 4 Stipulation has yet to be  
20       entered. However, upon the entry of an order approving the Class 4 Stipulation, both parties  
21       shall be bound to the terms therein and the Plan should be confirmed. A true and correct copy of  
22       the Class 4 Stipulation is attached hereto as **Exhibit B.**

23       The last impaired class of creditors comprises of general unsecured creditors or those  
24       being treated as such (the "Class 5 Creditors"). Of the 22 creditors who received ballots to vote  
25       on the Plan, four were returned, each of which voted in favor of their treatment. A true and  
26       correct copy of each vote received from Class 5 is attached hereto as **Exhibit C.**

27       A tabulation of the ballots is copied below for the Court's convenience.

CLASS	NUMBER OF VOTING CREDITORS ACCEPTING THE PLAN / TOTAL VOTING CREDITORS IN CLASS	PERCENTAGE OF VOTING CREDITORS ACCEPTING PLAN	APPROXIMATE AMOUNT OF CREDITOR DEBT ACCEPTING PLAN	PERCENTAGE OF VOTING CREDITOR DEBT ACCEPTING PLAN
Administrative	Unimpaired	Class Does Not Vote	n/a	n/a
Priority Tax	Unimpaired	Class Does Not Vote	n/a	n/a
Class 2	Unimpaired	\$866,019.48	\$866,019.48	n/a
Class 3	1/1	\$733,218.00	\$733,218.00	100.00%
Class 4	1/1 <sup>1</sup>	\$626,430.22	\$626,430.22	100.00%
Class 5	4/4	\$40,449.38	\$40,449.38	100.00%
Class 6	Unimpaired	Class Does Not Vote	n/a	n/a
Class 7	Unimpaired	Class Does Not Vote	n/a	n/a

Based on the foregoing Ballot Tabulation, exhibits, and pleadings filed in the matter herein, the Debtor respectfully requests the Court enter an order confirming the Plan immediately after the entry of an order approving the Class 4 Stipulation.

Respectfully submitted,

**SAGARIA LAW  
A Professional Corporation**

Dated: 03/05/2013

/s/ Patrick Calhoun  
PATRICK CALHOUN  
Attorney for Debtor-in-Possession  
AIDA ALBAN MIRANDA

1 NOTE: Approval of the claim treatment under the Plan shall not become binding until an order approving the stipulation has been entered.

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
4 333 WEST SAN CARLOS STREET  
5 SUITE 620  
6 SAN JOSE, CALIFORNIA 95110  
7 (408) 279-2288  
8 (408) 279-2299 FAX

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10 Attorneys for Debtor in Possession  
11 Aida Alban Miranda dba Sunrise Manor Residential Care Homes

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UNITED STATES BANKRUPTCY COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re: ) Bankruptcy No.: 11-54952 ASW 11  
13 )  
14 AIDA ALBAN MIRANDA dba ) EXHIBIT A TO BALLOT TABULATION;  
15 SUNRISE MANOR RESIDENTIAL CARE ) CLASS 3 STIPULATION AND ORDER  
16 HOMES, )  
17 Debtor-in-possession, )  
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HON. ARTHUR S. WEISSBRODT

**Confirmation Hearing Date**

Date: March 8, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California

**EXHIBIT A**

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
4 333 WEST SAN CARLOS STREET  
5 SUITE 1750  
6 SAN JOSE, CALIFORNIA 95110  
7 (408) 279-2288  
8 (408) 279-2299 FAX

9  
10 Attorneys for Debtor-in-possession  
11 AIDA ALBAN MIRANDA dba SUNRISE MANOR RESIDENTIAL CARE HOMES  
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UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, DIVISION 5

In Re: Bankruptcy No.: 11-54952 CN 11  
17 AIDA ALBAN MIRANDA dba )  
18 SUNRISE MANOR RESIDENTIAL CARE )  
19 HOMES, )  
20 Debtors-in-possession. )  
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HON. ARTHUR S. WEISSBRODT

This Stipulation is entered into by and between Debtor and debtor in possession AIDA ALBAN MIRANDA, (the “Debtor”), by and through her attorney of record, Scott J. Sagaria and Secured Creditor HSBC BANK USA, N.A. AS TRUSTEE FOR THE CERTIFACATEHOLDERS OF ACE SECURITIES CORP, HOME EQUITY LOAN TRUST, SERIES 2006-NC3 ASSET-BACKED PASS-THROUGH CERTIFICATES (“Creditor”), by and through its attorneys of record, Mark Domeyer of Miles, Bauer, Bergstrom & Winters, LLP.

1           The property which is the subject of this matter is commonly known as 790-792 Los  
2 Padres Blvd. Santa Clara, CA 95051 (hereinafter the "Subject Property").

3           On or about August 1, 2006, Debtor, for valuable consideration, made, executed and  
4 delivered to New Century Mortgage Corp. ("Lender") a Note in the principal sum of  
5 \$573,750.00 (the "Note").

6           On August 16, 2006, Debtor made, executed and delivered to Lender a Deed of Trust (the  
7 "Deed of Trust") granting Lender a security interest in the Subject Property. The Deed of Trust  
8 was recorded on August 25, 2006, in the Official Records of Santa Clara County, State of  
9 California.

10           Thereafter, Lender's interest in the Deed of Trust was assigned and transferred to  
11 Creditor.

12           On May 24, 2011, Debtor filed a voluntary petition under Chapter 11 of the United States  
13 Bankruptcy Code and was assigned Bankruptcy Case No. 11-54952.

14           On August 25, 2011, Creditor filed its Proof of Claim reflecting a claim in the amount of  
15 \$733,217.78 including pre-petition arrears in the amount of \$163,510.07 (the "Arrears Claim").

16           On March 19, 2012, Debtor filed her proposed Chapter 11 Plan of Reorganization  
17 ("Plan") and Disclosure Statement. The Plan provided proposed treatment of Creditor's claim  
18 pursuant to Class 3 of the Plan.

19           On April 13, 2012 Creditor objected to approval of Debtor's disclosure statement.

20           **THE PARTIES STIPULATE AS FOLLOWS:**

21           1.       Creditor's claim secured by the Subject Property shall remain unmodified and  
22 shall not be impaired by the Debtors' proposed Chapter 11 Plan of Reorganization;

23           2.       Debtor shall tender regular monthly payments at the contractual amount  
24 commencing on the Effective Date of confirmation, and continuing until all outstanding amounts  
25 owed under the Note and Deed of Trust are paid in full;

26           3.       In addition to the regular monthly payments, Debtor shall also tender payments to  
27 Creditor in the amount of 1/180<sup>th</sup> of the total arrears amortized at 2.5% interest (Approx.  
28 \$1,090.27), commencing on or before the Effective Date, but not before confirmation of the plan,

1 and continuing on the fifteenth day of each month thereafter until the Arrears Claim has been  
2 fully satisfied.;

3       4. In addition to the principal and interest payments and arrears payments, Debtor  
4 shall maintain responsible for real estate taxes and casualty insurance of the Subject Property;

5       5. Except as otherwise expressly provided herein, all remaining terms of the Note  
6 and Deed of Trust shall govern the treatment of Creditor's Secured Claim and the loan contract  
7 between Debtor and Creditor remains in full force and effect;

8       6. In the event of any future default on any of the above-described provisions,  
9 inclusive of this Stipulation, Creditor shall provide written notice via certified mail to AIDA  
10 MIRANDA at 5890 Monroe Street, Santa Clara, California or any forthcoming address provided  
11 in a Notice of Change of Address<sup>1</sup> in the above captioned proceeding, and to Debtors' attorney  
12 of record, Scott J. Sagaria at 333 W San Carlos St. #1750, San Jose, California 95110, indicating  
13 the nature of default. If Debtor fails to cure the default with certified funds after passage of thirty  
14 (30) calendar days from the date said written notice is placed in the mail, then Creditor, may  
15 proceed to foreclose its security interest in the Subject Property under the terms of the Note and  
16 Deed of Trust and pursuant to applicable state law and thereafter commence any action necessary  
17 to obtain complete possession of the Subject Property without further notice, order, or  
18 proceeding of this Court;

19       7. The acceptance by Creditor of a late or partial payment shall not act as a waiver of  
20 Creditor's right to proceed hereunder;

21       8. In the event the Debtors default under this Stipulation and Creditor forwards a 30-  
22 day letter to Debtors, they shall be required to tender \$25.00 for each default letter submitted in  
23 order to cure the default;

24       9. The terms of this Stipulation may not be modified, altered, or changed by the  
25 Plan, any confirmation order thereon, any subsequently filed Amended Chapter 11 Plan of  
26 Reorganization and confirmation order thereon without the express written consent of the  
27

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28       1 Debtor is surrendering the Monroe Street property and shall file a Notice of Change of Address once she has  
relocated.

Creditor. The terms of this Stipulation shall be incorporated into the Plan and/or any subsequently filed Amended Chapter 11 Plan of Reorganization;

10. In the event the Debtor's case is dismissed or converted to any other chapter under Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full amount due under the Note;

13. These terms of this Stipulation further constitute as Creditor voting in favor of the Debtors' Chapter 11 Plan of Reorganization once Debtor establishes that commencing solicitation of acceptances of the Plan pursuant to 11 U.S.C. § 1125 is appropriate.

## IT IS SO STIPULATED:

Dated: July 17, 2012

/s/ Mark Domeyer  
Mark Domeyer  
Attorney for Class 4 Creditor

SAGARIA LAW PC

Dated: July 17, 2012

/s/ Patrick Calhoun



1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
4 333 WEST SAN CARLOS STREET  
5 SUITE 1750  
6 SAN JOSE, CALIFORNIA 95110  
(408) 279-2288  
(408) 279-2299 FAX

IT IS SO ORDERED.  
Signed December 20, 2012

*Arthur S. Weissbrodt*

Arthur S. Weissbrodt  
U.S. Bankruptcy

7 Attorneys for Debtor-in-possession  
8 AIDA ALBAN MIRANDA dba SUNRISE MANOR RESIDENTIAL CARE HOMES

10  
11 UNITED STATES BANKRUPTCY COURT  
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
13  
14 SAN JOSE DIVISION

15  
16 In Re:

17 Bankruptcy No.: 11-54952 ASW 11  
18 }  
19 AIDA ALBAN MIRANDA dba }  
20 SUNRISE MANOR RESIDENTIAL CARE }  
21 HOMES, }  
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1 The Parties are bound by the terms of the Stipulation and good cause appearing therefore;  
2 **IT IS HEREBY ORDERED THAT** the stipulation is **APPROVED** and hereby made an  
3 Order of the Court.

4 \*\*\*END OF ORDER\*\*\*  
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## COURT SERVICE LIST

[Via United States Mail]

Debtor  
Aida Alban Miranda  
PO Box 95055  
Santa Clara, CA 95055

## **[Via Notice of Electronic Filing]**

Richard J. Bauer on behalf of Requestor HSBC Bank USA, N.A.  
rbauer@mileslegal.com

Mark T. Domeyer on behalf of Creditor HSBC Bank USA, N.A.  
mdomeyer@mileslegal.com

Christopher M. McDermott on behalf of Requestor Washington Mutual Bank  
ecfcanb@piteduncan.com

Office of the U.S. Trustee / SJ  
USTPRegion17.SJ.ECF@usdoj.gov, ltroxas@hotmail.com

Scott J. Sagaria on behalf of Debtor Aida Miranda  
ECFGotNotices@Gmail.com, ecf@sagarialaw.com

John S. Wesolowski on behalf of Health Care Ombudsman Joseph Rodrigues  
john.wesolowski@usdoj.gov

Les Zieve on behalf of Requestor Ocwen Loan Servicing, LLC  
bankruptcy@zievelaw.com, mle@zievelaw.com

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
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5 SUITE 620  
6 SAN JOSE, CALIFORNIA 95110  
7 (408) 279-2288  
8 (408) 279-2299 FAX

9  
10 Attorneys for Debtor in Possession  
11 Aida Alban Miranda dba Sunrise Manor Residential Care Homes

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UNITED STATES BANKRUPTCY COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re: ) Bankruptcy No.: 11-54952 ASW 11  
13 )  
14 AIDA ALBAN MIRANDA dba ) EXHIBIT B TO BALLOT TABULATION;  
15 SUNRISE MANOR RESIDENTIAL CARE ) CLASS 4 STIPULATION  
16 HOMES, )  
17 Debtor-in-possession, )  
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HON. ARTHUR S. WEISSBRODT

**Confirmation Hearing Date**

Date: March 8, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California

**EXHIBIT B**



1           The Note is secured by a recorded deed of trust (the "Deed of Trust") encumbering the  
2 Subject Property.

3           Subsequently, the beneficial interest under the Deed of Trust was transferred to Creditor.

4           On May 24, 2011, Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy  
5 Code in the Northern District of California-San Francisco Division and was assigned bankruptcy  
6 case no. 11-54952.

7           On September 20, 2011, Creditor filed a Proof of Claim reflecting a secured claim in the  
8 amount of \$626,430.22 and \$60,690.91 in pre-petition arrears.

9           As of February 21, 2013, the total amount required to reinstate the Subject Loan was  
10 approximately \$66,503.07.

11           The contractual monthly payment for February 1, 2013, was \$3,906.03.

12 **THE PARTIES STIPULATE TO THE FOLLOWING TREATMENT OF CREDITOR'S  
13 SECURED CLAIM:**

14 **A. Debtor to Make Regular Payments and Pay Arrears Over Time.**

15           1.       As of February 28, 2013, the estimated arrears on Creditor's secured claim are  
16 \$66,503.07 (the "Arrears"). To the extent the Arrears are determined to be other than as shown  
17 in this Stipulation, appropriate adjustments will be made as appropriate via an Amended  
18 Stipulation.

19           2.       Debtor will pay the entire amount contractually due under the Note by making all  
20 post-stipulation regular monthly payments commencing March 1, 2013, and by curing the  
21 Arrears, without interest, in sixty (60) equal monthly payments in the amount of \$1,108.40, due  
22 the first day of each month, starting March 15, 2013, and continuing until all outstanding  
23 amounts owed under the Note and Deed of Trust are paid in full.

24           3.       Debtor shall be responsible for maintenance of real property taxes and real  
25 property hazard insurance for the Subject Property. This amount is subject to change pursuant to  
26 the terms of the Note and Deed of Trust.

27           //./

28           //./

1           4. To the extent that Creditor has made any-post petition escrow advances for real  
2 property taxes or real property hazard insurance, Debtor shall cure said amounts on or before the  
3 Effective Date of the Plan.

4           5. Creditor shall not be required to release its lien on the Subject Property until all  
5 amounts due under the Note and this Stipulation are paid in full.

6           6. Except as otherwise expressly provided herein, all remaining terms of the Note  
7 and Deed of Trust shall govern the treatment of Creditor's secured claim.

8           7. Creditor may not repossess or dispose of its collateral so long as Debtor is not in  
9 Material Default under the Plan (defined below).

10 **B. Remedies if Debtor Defaults in Performing the Plan.**

11           8. Creditor shall file a Motion for Relief From the Automatic Stay ("Motion for  
12 Relief") if Debtor defaults in performing under the terms of this Stipulation prior to the date of  
13 the entry of the order of confirmation.

14           9. In the event the Debtor defaults under this Stipulation and Creditor files a Motion  
15 for Relief, Debtor shall be required to pay the reasonable fees and costs associated with filing the  
16 Motion for Relief in order to cure the default.

17           10. The automatic stay of 11 U.S.C. §362 shall terminate on the earlier of the Plan's  
18 Effective Date or the fifteenth day following the date of the entry of the order of confirmation.

19           11. Creditor shall not take any action to enforce either the pre-confirmation  
20 obligation, the obligation due under the Plan, or the obligation due under this Stipulation, so long  
21 as Debtor is not in default under the Plan and this Stipulation.

22           12. If the Debtor fails to make any payment, or to perform any other obligation  
23 required under this Stipulation, for more than 10 days after the time specified above for such  
24 payment or other performance, Creditor may serve upon Debtor and Debtor's attorney (if any) a  
25 written notice of Debtor's default. If Debtor fails within 30 days after the date of service of  
26 notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to  
27 cure the default; or (iii) to obtain from the court a determination that no default occurred, then  
28 Debtor is in Material Default under the Plan.

1           13. In the event the Debtor defaults under this Stipulation and Creditor forwards a 30-  
2 day letter to Debtor, Debtor shall be required to pay reasonable costs and fees incurred for each  
3 default letter submitted in order to cure the default.

4           14. Upon Material Default, Creditor: (i) may file and serve a motion to dismiss the  
5 case or to convert the case to Chapter 7; and/or (ii) without further order of the court has relief  
6 from stay to the extent necessary, and may pursue its lawful remedies against the Subject  
7 Property including conducting a non-judicial foreclosure sale.

8           15. In the event the Debtor's case is dismissed or converted to any other chapter  
9 under Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full  
10 amount due under the Note and if the Debtor is in default under the terms of the Note, Creditor  
11 may file a Motion for Relief from the Automatic Stay to proceed with foreclosure actions against  
12 the Subject Property.

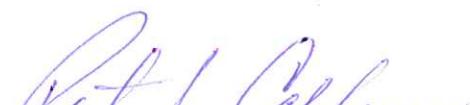
13           **C. Miscellaneous Provisions**

14           16. At the request of Creditor, the Debtor shall execute such documents and  
15 instruments as are necessary to reflect the Debtor as the borrower of the Secured Claim, and to  
16 modify the terms of the obligation to conform to the provisions with this Stipulation.

17           17. The terms of this Stipulation shall be incorporated into the order confirming the  
18 Debtor's proposed Chapter 11 Plan. The terms of this Stipulation may not be modified, altered,  
19 or changed without the express written consent of Creditor. Any inconsistency between the  
20 Amended Plan and this Stipulation shall be resolved in favor of this Stipulation.

21           **IT IS SO STIPULATED:**

22           Dated: 3/4/13



SCOTT J. SAGARIA  
Attorney for the Debtor

PITE DUNCAN, LLP



MATTHEW R. CLARK  
Attorney for Creditor

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
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8 (408) 279-2299 FAX

9  
10 Attorneys for Debtor in Possession  
11 Aida Alban Miranda dba Sunrise Manor Residential Care Homes

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UNITED STATES BANKRUPTCY COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re: ) Bankruptcy No.: 11-54952 ASW 11  
13 )  
14 AIDA ALBAN MIRANDA dba ) EXHIBIT C TO BALLOT TABULATION;  
15 SUNRISE MANOR RESIDENTIAL CARE ) CLASS 5 BALLOTS RECIEVED  
16 HOMES, )  
17 Debtor-in-possession, )  
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HON. ARTHUR S. WEISSBRODT

**Confirmation Hearing Date**

Date: March 8, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California

**EXHIBIT C**

SCOTT J. SAGARIA (BAR # 217981)  
PATRICK CALHOUN (BAR #56671)  
SAGARIA LAW, P.C.  
333 WEST SAN CARLOS STREET  
SUITE 1750  
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(408) 279-2288  
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Attorneys for Debtor in Possession  
Aida Alban Miranda dba Sunrise Manor Residential Care Homes

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re: } Bankruptcy No.: 11-54952 ASW 11  
AIDA ALBAN MIRANDA dba }  
SUNRISE MANOR RESIDENTIAL CARE }  
HOMES, }  
Debtor-in-possession, }  
BALLOT FOR ACCEPTING OR }  
REJECTING DEBTORS' FOURTH }  
AMENDED CHAPTER 11 PLAN OF }  
REORGANIZATION }  
Tentative Confirmation Hearing Date:  
Date: January 11, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California  
MONICA ARTHUR, C. WEISSER, P.C.

Aida Alban Miranda dba Sunrise Manor Residential Care Homes filed a Revised Amended Chapter 11 Plan of Reorganization (the "Plan") and a Revised Amended Disclosure Statement (the "Disclosure Statement") on November 26, 2012. The disclosures contained in Plan and Disclosure Statement provides information to assist you in deciding how to cast your ballot. A copy of the Plan along with the Order Conditionally Approving the Disclosure Statement is enclosed with this ballot.

1 You should carefully review the Plan before you vote. You may wish to seek legal  
2 advice concerning the Plan and the proposed classification and treatment thereto.

3 Your claim/interest has been placed in Class 5 under the Plan. If you hold claims  
4 or interests in more than one class, you will receive a ballot for each class in which you are  
5 entitled to vote.

6 If your ballot is not received by Patrick Calhoun, Esq., 333 West San Carlos Street, Suite  
7 620, San Jose, CA 95110, Fax No. (408) 279-2299; email [sagariabk@sagarialaw.com](mailto:sagariabk@sagarialaw.com), on or  
8 before **January 4, 2013**, and the deadline to vote has not been extended, your vote will not count  
9 as either an acceptance or rejection under the Plan.

10 If the Plan is confirmed by the Bankruptcy Court it will be binding on you regardless of  
11 your election to, or not to vote.

12 **ACCEPTANCE OR REJECTION OF PLAN**

13  
14 The Undersigned, the holder of a Class 5 claim/interest against the Debtors in  
15 the amount of \$ 7,635.23.

16  
17  Accepts the Plan  Rejects the Plan

18  
19 DATE: December 27, 2012

CREDITOR:

American Express Bank, FSB  
Account No. xxxx-xxxxxx-x1003



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22 SIGNATURE:

23 TITLE:

24 ADDRESS:

Kenneth W. Kleppinger, Esquire/ Attorneys/Agent for Creditor

c/o Becket & Lee LLP

PO Box 3001

Malvern, PA 19355

**RETURN THIS BALLOT ON OR BEFORE 5:00PM JANUARY 4, 2013 VIA:**

*United States Mail*  
PATRICK CALHOUN, ESQ.  
333 West San Carlos Street, Suite 1750  
San Jose, CA 95110

-OR-

*Facsimile*  
Fax No. (408) 279-2299

-OR-

*E-Mail*  
sagariabk@sagarialaw.com

- 3 -

Bankruptcy No. 11-54952 ASW 11

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' FOURTH AMENDED CHAPTER 11 PLAN  
OF REORGANIZATION  
*In re Aida Alban Miranda***

1 SCOTT J. SAGARIA (BAR # 217981)  
2 PATRICK CALHOUN (BAR #56671)  
3 SAGARIA LAW, P.C.  
4 333 WEST SAN CARLOS STREET  
5 SUITE 1750  
6 SAN JOSE, CALIFORNIA 95110  
7 (408) 279-2288  
8 (408) 279-2299 FAX

9  
10 Attorneys for Debtor in Possession  
11 Aida Alban Miranda dba Sunrise Manor Residential Care Homes

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UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re: } Bankruptcy No.: 11-54952 ASW 11  
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14 AIDA ALBAN MIRANDA dba } BALLOT FOR ACCEPTING OR  
15 SUNRISE MANOR RESIDENTIAL CARE } REJECTING DEBTORS' FOURTH  
16 HOMES, } AMENDED CHAPTER 11 PLAN OF  
17 Debtor-in-possession, } REORGANIZATION  
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Tentative Confirmation Hearing Date:  
Date: January 11, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California

---

HON. ARTHUR S. WEISSBRODT

Aida Alban Miranda dba Sunrise Manor Residential Care Homes filed a Revised Amended Chapter 11 Plan of Reorganization (the "Plan") and a Revised Amended Disclosure Statement (the "Disclosure Statement") on November 26, 2012. The disclosures contained in Plan and Disclosure Statement provides information to assist you in deciding how to cast your ballot. A copy of the Plan along with the Order Conditionally Approving the Disclosure Statement is enclosed with this ballot.



1  
2  
3

4 **RETURN THIS BALLOT ON OR BEFORE 5:00PM JANUARY 4, 2013 VIA:**

5 *United States Mail*  
6 PATRICK CALHOUN, ESQ.  
7 333 West San Carlos Street, Suite 1750  
8 San Jose, CA 95110

9  
10 -or-

11 *Facsimile*  
12 Fax No. (408) 279-2299

13 -or-

14 *E-Mail*  
15 sagariabk@sagarialaw.com

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- 3 -

Bankruptcy No. 11-54952 ASW 11

BALLOT FOR ACCEPTING OR REJECTING DEBTORS' FOURTH AMENDED CHAPTER 11 PLAN  
OF REORGANIZATION  
*In re Aida Alban Miranda*

SCOTT J. SAGARIA (BAR # 217981)  
PATRICK CALHOUN (BAR #56671)  
SAGARIA LAW, P.C.  
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SUITE 1750  
SAN JOSE, CALIFORNIA 95110  
(408) 279-2288  
(408) 279-2299 FAX

Attorneys for Debtor in Possession  
Aida Albaan Miranda dba Sunrise Manor Residential Care Homes

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re: AIDA ALBAN MIRANDA dba  
SUNRISE MANOR RESIDENTIAL CARE  
HOMES, Debtor-in-possession, Bankruptcy No.: 11-54952 ASW 11  
BALLOT FOR ACCEPTING OR  
REJECTING DEBTORS' FOURTH  
AMENDED CHAPTER 11 PLAN OF  
REORGANIZATION  
Tentative Confirmation Hearing Date:  
Date: January 11, 2013  
Time: 2:15PM  
Crtrm: 3020  
Location: United States Bankruptcy Court  
280 South First Street  
San Jose, California

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7 620, San Jose, CA 95110, Fax No. (408) 279-2299; email [sagariabk@sagarialaw.com](mailto:sagariabk@sagarialaw.com), on or  
8 before **January 4, 2013**, and the deadline to vote has not been extended, your vote will not count  
9 as either an acceptance or rejection under the Plan.

10 If the Plan is confirmed by the Bankruptcy Court it will be binding on you regardless of  
11 your election to, or not to vote.

12 **ACCEPTANCE OR REJECTION OF PLAN**

13  
14 The Undersigned, the holder of a Class 5 claim/interest against the Debtors in  
15 the amount of \$ 1,361.35.

16  
17 X Accepts the Plan

Rejects the Plan

18  
19 *DATE:* December 27, 2012

*CREDITOR:* American Express Centurion Bank  
Account No. xxxx-xxxxxx-x3006

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**RETURN THIS BALLOT ON OR BEFORE 5:00PM JANUARY 4, 2013 VIA:**

*United States Mail*  
**PATRICK CALHOUN, ESQ.**  
**333 West San Carlos Street, Suite 1750**  
**San Jose, CA 95110**

-OR-

*Facsimile*  
Fax No. (408) 279-2299

-OR-

*E-Mail*  
sagariabk@sagarialaw.com

- 3 -

Bankruptcy No. 11-54952 ASW 11

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' FOURTH AMENDED CHAPTER 11 PLAN**

## SELECTING DEBTORS FOR THE PURPOSE OF REORGANIZATION

OF REORGANIZATION  
*In re Aida Alban Miranda*

1 You should carefully review the Plan before you vote. You may wish to seek legal  
2 advice concerning the Plan and the proposed classification and treatment thereto.

3 Your claim/interest has been placed in Class 5 under the Plan. If you hold claims  
4 or interests in more than one class, you will receive a ballot for each class in which you are  
5 entitled to vote.

6 If your ballot is not received by Patrick Calhoun, Esq., 333 West San Carlos Street, Suite  
7 620, San Jose, CA 95110, Fax No. (408) 279-2299; email [sagariabk@sagarialaw.com](mailto:sagariabk@sagarialaw.com), on or  
8 before **January 4, 2013**, and the deadline to vote has not been extended, your vote will not count  
9 as either an acceptance or rejection under the Plan.

10 If the Plan is confirmed by the Bankruptcy Court it will be binding on you regardless of  
11 your election to, or not to vote.

12 **ACCEPTANCE OR REJECTION OF PLAN**

13  
14 The Undersigned, the holder of a Class 5 claim/interest against the Debtors in  
15 the amount of \$ 30,000.00.

16  Accepts the Plan  Rejects the Plan

17  
18 DATE: 1/30/13 CREDITOR: Thelma Waterkamp

21  
22 SIGNATURE: Thelma J. Waterkamp

23 TITLE:

24 ADDRESS: 583 Alvarado Street  
Brisbane, Ca. 94005